

**FILED**

**UNITED STATES DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

**DEC 19 2022**

**MITCHELL R. ELFERS  
CLERK**

The Mike R. Serna Irrevocable )  
Living Trust, Mike R. Serna, )  
The Settler, )  
Plaintiffs, )  
)  
v. )  
)  
David Webster, and )  
Margette Webster, )  
Defendants. )

Case no. 22cv964-GBW

Wrongful Foreclosure, Property Tort,

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**WRONGFUL FORECLOSURE AND REQUEST FOR INJUNCTION**

**Parties to the Complaint:**

**Plaintiffs:**

The Mike R. Serna Irrevocable Living Trust  
An Entity formed in the United States  
Irrevocable Trust formed on May 7, 2015

P.O.Box 65384  
Albuquerque, NM 87193  
(505)321-1661  
County of Bernalillo

**Defendants:**

Margette Webster  
A citizen of the United States  
County of Bernalillo, State of  
New Mexico  
8719 Tierra Alegre, N.E.  
Albuquerque, NM 87122

David Webster  
A citizen of the United States,  
and the State of New Mexico  
8719 Tierra Alegre, N.E.  
Albuquerque, NM 87122  
County of Bernalillo

UNITED STATES FEDERAL DISTRICT COURT  
DISTRICT OF NEW MEXICO

BASIS FOR JURISDICTION:

28 U.S.C. 1331

Federal Question arising under the United States Constitution.

Amendment 14, Section 1

All citizens born or naturalized in the United States, and subject to the jurisdiction  
Thereof, are citizens of the United States and of the State wherein they reside. Nor  
State shall make or enforce any law which shall abridge the privileges or immunities  
Of citizens of the United States; nor shall any State deprive any person of life, liberty,  
Or property, without due process of law; nor deny to any person within its jurisdiction  
The equal protection of the laws.

The Property of the “Mike R. Serna Irrevocable Living Trust” was wrongly taken, in a  
Foreclosure against Emma, the Trustee, and Mike Serna, the Settler, without a lawsuit  
or judgment against it, and was deprived of its property and due process of law. The  
said Defendant and the State are responsible for these wrongful actions.

Fourth Amendment of the U.S. Constitution:

The right of the people to be secure in their persons, houses, papers, and effects, against  
Unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but  
Upon probable cause, supported by oath or affirmation, and particularly describing the  
Place to be searched, and the persons or things to be seized.

To be secure from unreasonable searches and seizures of property by the government.

## STATEMENT OF CLAIM

On or approximately April, 2019, The Settler of the “Mike R. Serna Irrevocable Living Trust, and the Trustee, were sued for foreclosure on their Property, in which the “Irrevocable Trust” was not a Party to or had a judgment or a lawsuit against the Entity. Irrevocable Trust did not know, harm, or damage the Defendants in any way or form. The Defendants were aware of the fact that all of the Serna’s Property was deeded to The Irrevocable Trust, and their lawsuit against Serna’s was a wrongful lawsuit, and A reasonable opportunity for dismissal of Case. There was no justified reason to foreclose on Property or attachment when there was no note, mortgage, and there was no motion to weigh potential evidence that the Parties might present at trial. The “Mike R. Serna Irrevocable Living Trust” was harmed and injured in this unlawful false complaint. The Defendants had no other claim except that the Settler was sued because he had an interest in the Property. The Property was fraudulently transferred to the Defendant’s at the hands of a Special Master who was aware and knowledgeable of the laws that a Property that was not named in a lawsuit can NOT be held for the damages that the Defendants claim they received, and the Plaintiff has proof that neither the Settler or the Trustee were on the Defendant’s property, back in 2007.

New Mexico Statute Article 10 fraudulent transfer Section 56-10-19: The transfer was not equivalent transfer as the state laws provides, and the adverse Party already had in their possession more than \$59,000.00, of the “Irrevocable Trust Property”, not taking into consideration the interest that has accrued, and this were all funds forced at the Trustee’s refusal but forced to pay with a gun and clubs and without a judgment of any

kind. These events show an actual intent to defraud under federal and state actual fraudulent conveyance laws.

A Trustee who brings an action to recover the transfer may recover in its entirety the Property when the property was transferred fraudulently. The Special Master did not have the permission to transfer such property and did not have an affidavit from the Settler, the Trustee, and the Beneficiaries, to perform such an unlawful transfer of property, and he indulged himself in the wrongful deprivation of the Property from its true owner. The Irrevocable Trust Laws call for approval of all Beneficiaries to conduct such a transfer. The Special Master, on May, 2022, failed to properly execute a Special Warranty Deed, and the Defendant's wrongly abused and mistreated the Settler and the Trustee, for his mistakes. A misuse of power to deprive the Settler from his good intentions when he finishes his time on earth according to God's Plan

APPLICATION FOR  
EMERGENCY INJUNCTION FOR ABUSE AND EMOTIONAL DAMAGES  
FROM DEFENDANTS

1. Every weekend the Irrevocable Trust would receive mail to abuse and harass the Settler and Trustee. The mail was directed to Margette Webster as the owner and resident of the "Wrongful Foreclosure Property". Margette Webster called several companies to tell them she was the "new owner" of the property, and to send her promotions that the company was holding for new owners. Erroneous, and misrepresentation of the facts, to several businesses. See attachments.

2. On September 26, Margette and David Webster came out to the Property of the “Mike R. Serna Irrevocable Living Trust” to “Evict Emma and Mike Serna without a signed writ, and two deputies, with guns and clubs. The two Defendants wanted Emma and Mike Serna removed, and left out in the streets. The “Irrevocable Trust” does “NOT” permit such actions, and Emma and Mike Serna are permanent residents of the “Irrevocable Trust”, at the request of the “Irrevocable Trust” which provides for the Settler and the Trustee. The Defendants changed the locks of the doors, and abused The Property, that they had no right to enter. The Defendants broke a tile with their dirty shoes, and marked the walls with their filthy hands. The Settler and the Trustee went back to the Property and installed new locks, and moved back in because this were acts of violence and illegal wrongful foreclosure. This “Wrongful Foreclosure” on the wrong Property, and the Court lacked jurisdiction over the “Entity” because it was not sued or had a judgment against it, and the Court lacked inherent power over the “Entity”, and the Court delivered a order procured by fraud, can be attacked at anytime.

3. The necessity of an injunction against the Defendants, David and Margette Webster. On September 28, 2022 these two individuals came out to the residence of the “Irrevocable Trust”, and parked out on a side street for the Serna’s who were running their weekly errands, and several of the neighbors called Ms. Serna that a truck was parked on their street, and they were waiting for the Serna’s. Ms. Serna called APD, and reported the Defendant’s were after violent acts, and that they had others with Them with guns and clubs to force the Serna’s out of the residence. APD told the the Defendant’s to go home because the writ was not signed, and it did not specify when or why the Settler or the Trustee should move out of the “Mike R. Serna

Irrevocable Living Trust Property”. The other (9) individuals stayed for a while after the police department left to try to intimidate and or hurt the Settler and or the Trustee. The Defendants’ were on the “Irrevocable Trust Property” with malice, and a desire to harm, and with ill will, hatred, and to cause as much loss and damage as they could. The “Wrongful Foreclosure is attended by none of the consequences of a valid Foreclosure, therefore, the Settler and the Trustee were given the right, by the Settler’s Irrevocable Trust to live in the premises, and the Defendants’ had no say so in the matter.

4. The Defendants’ will continue their wrongful acts done intentionally, and without just cause or a valid excuse. They called the crises intervention department, and they came out to the Irrevocable Trust Property, without knowledge of the law or comprehension of the wrongful foreclosure.

5. The Defendant’s attempt to foreclose and remove the rightful residents’ of the Property without a legal or equitable interest, and was without foundation in law or fact.

6. The Defendant’s have caused severe trouble, and the “Mike R. Serna Irrevocable Living Trust” was created on May 7, 2015, and the Settler deeded his Property to the “Irrevocable Trust”, and this was all done before any unlawful foreclosure was issued. The Defendant’s were aware of the “Irrevocable Trust”, and they filed their lawsuit against Emma Serna, the Trustee of the Mike R. Serna Irrevocable Living Trust, and Mike Serna, individually, and not the Entity.

7. Resulting damages: Two elderly citizens of the United States being deprived of their hard earned assets that were rightfully deeded to the “Irrevocable Living Trust”, and

once the transactions were consummated the Irrevocable Trust was established, and filed with the proper tax number with the Internal Revenue Department. An Irrevocable Trust is enforced to protect the assets, of the Settler, and any changes to the Irrevocable Trust have to be with the consent of the Settler and all the Beneficiaries only. The Courts can only intervene when a Beneficiary does not receive his portion of the designated amount. All assets are protected as they do not belong to the Settler or the Trustee to give away. So the Special Master did not have the authority or the power to sign a Special Warranty Deed to the Defendants, and a trustee who brings an action for the “Entity”, the “Irrevocable Trust”, to recover a fraudulent transfer may recover it its’ entirety. 2006 WL 5112612, Collier on Bankruptcy 54810 (16thed. 2017. For the benefit of the Estate.

#### CONCLUSION

The Plaintiff, the Entity, request this Court to take into account that Court ruling, and the Special Master’s actions violated the Constitution of the United States. Violation of Amendment 14 and

Irrevocable Living Trust Property”. The other (9) individuals stayed for a while after the police department left to try to intimidate and or hurt the Settler and or the Trustee. The Defendants’ were on the “Irrevocable Trust Property” with malice, and a desire to harm, and with ill will, hatred, and to cause as much loss and damage as they could. The “Wrongful Foreclosure is attended by none of the consequences of a valid Foreclosure, therefore, the Settler and the Trustee were given the right, by the Settler’s Irrevocable Trust to live in the premises, and the Defendants’ had no say so in the matter.

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### CONCLUSION

The Plaintiff, the Entity, request this Court to take into account that Court ruling, and the Special Master's actions violated the Constitution of the United States. Violation of Amendment 14 and Amendment 4.


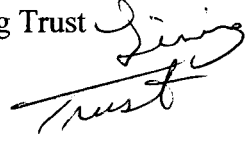
There has never been a break in the chain of ownership, and now the Master has caused A element of fraud that has caused this action. There was and is knowledge of the falsity. Intent to defraud, and the Master and the Courts knew that the Property legally belonged To the "Irrevocable Trust", and that the adverse Party already had approximately \$59,000.00 of the Settler's money so the intent was there to defraud. Lazar v. Superior Court (1996) 12 Cal. 4<sup>th</sup> 631, 638.)

CERTIFICATION AND CLOSING:

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best Of my knowledge that this complaint: (1) is not going presented for an improper Purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related Papers may be served. I understand that my failure to keep a current address on file with The Clerk's Office may result in the dismissal of my case.

Respectfully submitted,

  
The Mike R. Serna Irrevocable Living Trust  
P.O. Box 65384  
Albuquerque, NM 87193  
(505)321-1661  


PRAYER OF RELIEF

1. Wherefore Plaintiff respectfully requests that a day be appointed for a hearing on this matter. The law has been violated and relief is needed.
2. That an injunction is issued against the two Defendants or any of the following, Defendant's officers, agents, servants, employees, family, and assigns, constables, Sheriffs, justices of the Peace, attorneys, APD, and detectives of the APD force, from directly or indirectly taking, leasing, encumbering, selling, taking possession of, altering or destroying the subject property, and otherwise disturbing or attempting to disturb the Settler and the Trustee who reside in the property to have and hold a peaceable Possession and enjoyment of the subject property during the pendency of this cause, and thereafter.
3. The Plaintiff has met the burden by establishing each element that must be present for an injunction, and a life is worth saving.
4. The harm has been done, and the Entity has the trustee requesting damages in an Amount not to exceed the jurisdictional limits of this Court.
5. Additional treble damages for all intentional and knowing violations.
6. Punitive Damages.
7. Economic Damages.
8. Costs of the Court, and
9. All other relief to which Plaintiffs' are entitled;
10. Plaintiff pray for general relief.
11. \$900,000.00, the value of the Property, two nights at a hotel, food, emotional And physical distress. Unnecessary abuse and harassment.

CERTIFICATE OF SERVICE:

I hereby certify that a copy was served to the following Party

On this December 19<sup>th</sup>, 2022.

At the following address:

EXHIBITS:

1. A thru C ads to abuse and harass the Settler and provoke malicious actions.
2. Quitclaim Deed from the Settler to the “Irrevocable Trust”. (D)
3. E. Proof of the “Irrevocable Trust” and dates
4. F. Certificate of Redemption period ending in February, 2023

Pioneer Ace Hardware  
4100 Sabana Grande Ave SE  
Rio Rancho, NM 87124

PRSRT STD  
U.S. POSTAGE  
**PAID**  
HEBRON OH  
PERMIT NO. 133

\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 87114  
000158990-L8 458/1/26  
**Margette Webster**  
10812 Olympic St NW  
Albuquerque, NM 87114-5429





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Record ID: CH03370294

TOLL-FREE: 1-800-301-5412

Record ID: CH03370294

Expire Date: 7/30/2022

### Registration Fee Voucher

**\$199.00**

To The  
Order Of **Margette Webster**  
10812 Olympic St NW  
Albuquerque NM 87114-5429

Signature required for redemption

Signature: \_\_\_\_\_

*Not all consumers have previous coverage. We are not affiliated with your current mortgage holder.*

THIS IS NOT A CHECK

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38



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How does  
get more done.

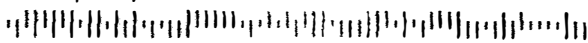
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 Albuquerque, NM 87109



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 10812 OLYMPIC ST NW  
 ALBUQUERQUE NM 87114-5429

Thank you for your purchase!

Pioneer Ace Hardware  
 4100 Sabana Grande Ave SE  
 Rio Rancho, NM 87124

POSTED  
 U.S. POSTAGE  
**PAID**  
 HEBRON OH  
 PERMIT NO. 133

\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 87114  
 000158990-L8 458/126  
 Margette Webster  
 10812 Olympic St NW  
 Albuquerque, NM 87114-5429

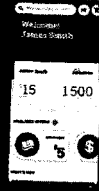


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Bernalillo County, New Mexico, hereby certify that the foregoing is true, correct and full copy of the instrument herewith set out as appears of record in my office.

Dated this 18 day of January, 2022

LINDA STOVER

Bernalillo County Clerk

By [Signature]

Deputy Clerk

Doc# 2021137375

11/22/2021 04:09 PM Page 1 of 3  
 QCD R \$25.00 Linda Stover, Bernalillo County

## Quitclaim Deed

RECORDING REQUESTED BY Emma Serna, Trustee  
 AND WHEN RECORDED MAIL TO:

Emma Serna, Grantee(s)

10812 Olympic St. N.W.

Albuquerque, N.M. 87114

Consideration: \$

Property Transfer Tax: \$ 2,604.12

Assessor's Parcel No.: 101206652236210811

PREPARED BY: Emma Serna, Trustee certifies herein that he or she has prepared this Deed.

Emma R. Serna, Trustee  
 Signature of Preparer

11-19-2021  
 Date of Preparation

Emma R. Serna, Trustee  
 Printed Name of Preparer

THIS QUITCLAIM DEED, executed on 11-19-2021 in the County of

Bernalillo, State of New Mexico

by Grantor(s) Mike R. Serna,

whose ~~post office~~ address is 10812 Olympic St., N.W., Albuquerque, N.M. 87114

to Grantee(s) The Mike R. Serna Irrevocable Living Trust

whose ~~post office~~ address is 10812 Olympic St., N.W., Albuquerque, N.M. 87114

WITNESSETH, that the said Grantor(s), Mike R. Serna,

for good consideration and for the sum of

(\$ ) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,

does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title,

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THEIR NAMES ON  
THIS 17<sup>TH</sup> DAY OF May 2016 IN Albuquerque,  
NEW MEXICO, DECLARING AND PUBLISHING THIS INSTRUMENT AS THE  
GRANTOR'S IRREVOCABLE LIVING TRUST.

Mike R Serna

GRANTOR

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF NEW MEXICO

COUNTY OF Bernalillo

ON THIS 17<sup>TH</sup> DAY OF \_\_\_\_\_ 2016, BEFORE ME, Sofia King

A NOTARY PUBLIC IN AND FOR THE STATE OF NEW MEXICO, PERSONALLY  
APPEARED Mike R Serna, KNOWN TO ME, OR PROVEN ON THE  
BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON WHOSE NAME IS  
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME  
THAT HE EXECUTED THE SAME.

NOTARY PUBLIC, THE STATE OF NEW MEXICO

COUNTY OF Bernalillo

NAME: Sofia King / SK

MY COMMISSION EXPIRES: 2-28-18